

This instrument prepared by:
Christina Harris Schwinn, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MAJORCA PALMS ESTATES**

This Amendment is being made by the Declarant, Majorca Palms, LLC pursuant to its authority in Article XVI General Provisions, to unilaterally amend the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Majorca Palms Estates to be recorded in the Public Records of Lee County, Florida recorded at Instrument No. 2008000090260, as amended at Instrument No. 2008000193742, as further amended at Instrument No. 2013000257036, as further amended at Instrument No. 2014000094894, as further amended at Instrument No. 2014000253309, as further amended at Instrument 2018000218544, and as further amended at Instrument No. 2018000240935 recorded in the Public Records of Lee County, Florida.

1. Pursuant to its authority in Article XVI General Provisions of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Majorca Palms Estates, the Declarant records the following amendment in the Public Records of Lee County, Florida:

RESOLVED: That the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Majorca Palms Estates shall be amended as shown in the form attached hereto as **Exhibit "A"** and made a part hereof.

Dated this 18 day of November, 2020.



Witness #1

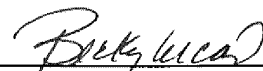
Miriam L. Pietrzyk
Printed Name



Witness #2

DANA L. BAIRD
Printed Name

DECLARANT:
MAJORCA PALMS, LLC

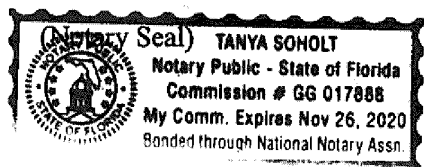
By: 
Habitat for Humanity of Lee and Hendry
Counties, Inc., Its Manager

Habitat for Humanity of Lee and Hendry
Counties, Inc.

By: 
Rick Mercer, Its President

STATE OF FLORIDA §
 §
COUNTY OF LEE §

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of November, 2020, by Rick Mercer, as President for Habitat for Humanity of Lee and Hendry Counties, Inc. who is personally known to me or produced the following identification _____.



Tanya Soholt

Signature of Notary Public

Tanya Soholt

(Print, type or stamp commissioned name of Notary Public)

Commission No:

EXHIBIT "A"

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MAJORCA PALMS ESTATES

New language appears in **bold and is underlined** and
deleted language appears in ~~strikethrough~~ format.

Amendment to Article VIII – Use Restrictions
Effective January 1, 2021

Amendment 1:

SECTION 1: Use Restrictions. The Use Restrictions as set forth in Article VIII are being amended to prohibit the parking or storing of any commercial truck that requires the operator (driver) or owner to possess a commercial driver's license (CDL) to drive or operate are amended as follows in Article VIII Section 5.

Section 5.

The parking or storing of any commercial truck or vehicle in the community, whether on Common Area property, a street or on any lot, including a driveway is strictly prohibited. A commercial truck is defined as any truck having 1 ton or larger maximum payload capacity or has dual rear tires or requires the driver or operator of the truck to possess a commercial driver's license (CDL) to drive or operate the truck or vehicle. Commercial trucks are also trucks or vehicles that weigh more than 26,000 pounds, a vehicle designed to carry hazardous materials, or transport 16 or more persons. Any prohibited commercial truck or vehicle parked anywhere in the community, including on a lot or in a driveway, or stored in the community may be towed or fined, in the discretion of the Association, at the Owner's cost and expense. This rule also prohibits the parking or storing of recreational vehicles to include motor homes, fifth wheel travel trailers and camping trailers in the community, except that an Owner may park a recreational vehicle, after notifying the Homeowners Association, for up to 24 hours in the Owner's driveway for the purpose of loading and unloading food and personal items in advance of or upon return from a trip. This rule also prohibits the parking or storage of work trailers in the community, on common areas, the Owner's lot or driveway on an overnight basis. This rule does not prohibit the temporary parking of work trailers when the work trailer belongs to a contractor or landscaper performing work on a common area or an Owner's lot.